



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **LON/00AY/LUS/2015/0001**

Property : **29 Bentons Lane, London, SE27
9UD**

Applicant : **29 Bentons Lane RTM Co Ltd**

Representatives : **(1) Edward David Carlos and (2)
Alexander Mills**

Respondents : **(1) Mr Eowar Ali and (2) Mr Uddin**

Representative : **In person**

Type of Application : **Uncommitted Service Charges**

Tribunal Members : **Judge I Mohabir**

**Date and venue of
Determination** : **1 December 2015
10 Alfred Place, London WC1E 7LR**

Date of Decision : **1 December 2015**

DECISION

Introduction

1. This is an application made by the Applicant company under section 94(3) of the Commonhold and Leasehold Reform Act 2002 (as amended) (“the Act”) for a determination of the amount of any accrued uncommitted service charges payable by the Respondents.
2. The Respondents are the freeholders of the property known as 29 Bentons Lane, London, SE27 9UD (“the property”). It is comprised of 5 flats, all of which are subject to long leases. All of the leaseholders are members of the Applicant company.
3. The factual background that gives rise to this application is set out in the Applicant’s statement of case contained in the hearing bundle. This is not challenged by the Respondents.
4. It seems that up to and including 29 September 2014, the 5 leaseholders variously paid a total of £2,609.72 by way of service charge contributions to the Respondents. It is the Applicant’s case that none of the services the Respondents are obliged to perform under the terms of their leases were in fact provided.
5. On 1 June 2015, the Applicant acquired the right to manage the property. Thereafter, the Applicant, through its Directors, unsuccessfully sought to have the sum of £2,609.72 repaid to it by the Respondents.
6. On 14 June 2015, the Applicant served a default notice under section 93 of the Act, which included a request to refund the sum of £2,609.72.
7. Eventually on 30 July 2015, the Respondents’ solicitors, Armstrong & Co, agreed that the sum of £2,609.72 was repayable by the Respondents. However, only the sum of £1,000 was paid to the Applicant by the Respondents on or about 20 or 21 August 2015. No further payments have been made by the Respondents.

8. By an application dated 21 September 2015, the Applicant made this application to the Tribunal seeking a determination that the balance of the uncommitted service charges in the sum of £1,609.72 be paid to it.
9. On 1 October 2015, the Tribunal issued Directions that included a direction for this case to be decided by way of a paper determination. The Respondents have not complied with any of the directions nor engaged in these proceedings.

Decision

10. The Tribunal's determination took place on 1 December 2015 and was based solely on the documentary evidence filed on behalf of the Applicant.
11. The facts in this case in relation to the uncommitted service charges held by the Respondents are agreed. On 30 July 2015, the Respondents' solicitors agreed the total uncommitted service charges payable by the Respondents was £2,609.72. It is also a matter of common ground that the sum of £1,000 was repaid by the Respondents on or about 20 or 21 August 2015. The Tribunal, therefore, had little difficulty in finding that the sum of £1,609.72 is the amount of the uncommitted service charges payable by the Respondents to the Applicant.
12. Section 94(1) of the Act imposes a duty on a landlord to pay any uncommitted service charges to a RTM company on that date or as soon as possible after it acquires the right to manage a property. In this instance that date was 1 June 2015.
13. Accordingly, the Tribunal orders that the Respondents pay the sum of £1,609.72 to the Applicant forthwith.

Judge I Mohabir
1 December 2015